

RESOLUTION CONCERNING SALE OF PARCEL 7, WEST END PROJECT
UR MASS. 2-3 TO THE ROMAN CATHOLIC ARCHBISHOP OF BOSTON

WHEREAS, the Boston Redevelopment Authority, a public body, politic and corporate, is the owner of a certain parcel of land in the West End Project, UR Mass. 2-3, known as Parcel 7; and

WHEREAS, the Roman Catholic Archbishop of Boston, a corporation sole duly established under the laws of the Commonwealth of Massachusetts and having its principal office at Boston Suffolk County, Commonwealth of Massachusetts, is desirous of purchasing said parcel and has made an offer of \$86,620.05 to the Boston Redevelopment Authority for said Parcel 7.

NOW, THEREFORE, BE IT RESOLVED by the Boston Redevelopment Authority that the Deed of Parcel 7, West End Project UR Mass. 2-3, as presented to this meeting, be and hereby is approved; and

BE IT FURTHER RESOLVED that the Vice Chairman, Stephen E. McCloskey, be and he hereby is authorized to execute and deliver on behalf of the Authority a Deed in the form presented to this meeting to the Roman Catholic Archbishop of Boston covering Parcel 7, West End Project UR Mass. 2-3, for the sum of Eighty-Six Thousand Six Hundred Twenty Dollars and Five Cents (\$86,620.05); and

BE IT FURTHER RESOLVED that the Agreement concerning credits on Parcel 7, West End Project UR Mass. 2-3, as presented to this meeting, be and hereby is approved; and

BE IT FURTHER RESOLVED that the Vice Chairman, Stephen E. McCloskey, be and he hereby is authorized to execute and deliver on behalf of the Authority an Agreement in the form presented to this meeting to the Roman Catholic Archbishop of Boston concerning credits on Parcel 7, West End Project UR Mass. 2-3, that said credits amount to Eight Thousand Forty-Five Dollars and Fifty-Eight Cents (\$8,045.58); and

BE IT FURTHER RESOLVED that this method of disposal by negotiation is an appropriate method for making the land available for redevelopment; and

BE IT FURTHER RESOLVED that the said Roman Catholic Archbishop of Boston possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Redevelopment Plan; and

BE IT FURTHER RESOLVED that the proposed price is satisfactory and not less than the fair value of the land for uses in accordance with the Redevelopment Plan.

AGREEMENT AND RELEASE

AGREEMENT made this ^{5th} day of SEPTEMBER, A.D., 1962, by and between Boston Redevelopment Authority, a body politic, duly organized, and Roman Catholic Archbishop of Boston, a Corporation Sole, duly organized.

WITNESSETH THAT:

WHEREAS: Roman Catholic Archbishop of Boston, a Corporation Sole, is the owner of certain premises within the limits of the West End Redevelopment area, so-called, of Boston, which property is numbered 66 Chambers St. said Boston, and is known as St. Joseph's Church and Rectory; and

WHEREAS: The Boston Redevelopment Authority in its development of said area, has discontinued certain streets and removed sundry utilities included therein; and

WHEREAS: Such discontinuance and removal has deprived Roman Catholic Archbishop of Boston, a Corporation Sole, of certain sewer, water and other utility services in connection with said property, 66 Chambers St.; and

WHEREAS: Roman Catholic Archbishop of Boston, a Corporation Sole, as a result of such discontinuance aforesaid, has been put to trouble and expense to connect its property aforesaid to more remote sewer and water services presently existing, all to its great damage.

NOW THEREFORE: In consideration of the above and other good and valuable considerations, it is mutually agreed as follows:

1. That the Boston Redevelopment Authority shall pay to Roman Catholic Archbishop of Boston, a Corporation Sole, in full satisfaction of all damages suffered as above recited, the sum of \$8,045.58, and

2. Roman Catholic Archbishop of Boston, a Corporation Sole, will and does accept said sum of \$8,045.58, in full satisfaction of all damages suffered as above recited, and does, upon receipt of said sum, remise, release and forever discharge the said Boston Redevelopment Authority of all claims and demands of every name and nature which it now has or may have

against said Boston Redevelopment Authority as a result of the discontinuance and removal above set forth.

WITNESS the execution whereof, the date and year first above set forth.

John C Conley

Robert F. ...

BOSTON REDEVELOPMENT AUTHORITY

By *Stephen M. ...*

ROMAN CATHOLIC ARCHBISHOP OF BOSTON
A CORPORATION SOLE

By *Richard Cardinal Cushing*

Richard Cardinal Cushing
Roman Catholic Archbishop of
Boston



CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on August 15, 1962 and duly recorded in this office:

On motion duly made and seconded, it was unanimously voted:

BE IT FURTHER RESOLVED that the Agreement concerning credits on Parcel 7, West End Project UR Mass. 2-3, as presented to this meeting, be and hereby is approved; and

BE IT FURTHER RESOLVED that the Vice Chairman, Stephen E. McCloskey, be and he hereby is authorized to execute and deliver on behalf of the Authority an Agreement in the form presented to this meeting to the Roman Catholic Archbishop of Boston concerning credits on Parcel 7, West End Project UR Mass. 2-3, that said credits amount to Eight Thousand Forty-Five Dollars and Fifty-Eight Cents (\$8,045.58).

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the Agreement Concerning Credits on Parcel 7, West End to which this certificate is attached is in substantially the form as that presented to said meeting.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That Stephen E. McCloskey is the Vice Chairman of this Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this 30th day of August 1962.

BOSTON REDEVELOPMENT AUTHORITY

BY

Klaus J. Main
Secretary

KNOW ALL MEN BY THESE PRESENTS

That BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate, created pursuant to the General Laws of the Commonwealth of Massachusetts, Chapter 121, with an usual and principal place of business in Boston, County of Suffolk, Commonwealth of Massachusetts, in consideration of the payment of Eighty-six Thousand Six Hundred Twenty Dollars and Five Cents (\$86,620.05) GRANTS to the ROMAN CATHOLIC ARCHBISHOP OF BOSTON, a corporation sole duly established under the laws of the Commonwealth of Massachusetts and having its principal office at Boston, Suffolk County, Massachusetts, the following-described land:

Three certain parcels of land located in Boston, Suffolk County, Commonwealth of Massachusetts and shown on a Plan of Land in Boston Delivery Parcel 7 of West End Land Assembly and Redevelopment Plan by J. L. Hayden Associates, Inc., Francis V. Lombardi, Registered Land Surveyor, dated April 13, 1962, to be recorded herewith and bounded and described as follows:

Parcel 7

WESTERLY by land of the Boston Redevelopment Authority, three hundred fifty-nine and 13/100 feet (359.13 ft.) as shown on said plan;

SOUTHERLY by land of the Boston Redevelopment Authority, two hundred twenty-eight and 04/100 feet (228.04 ft.) as shown on said plan;

EASTERLY by land of the Boston Redevelopment Authority and Tracy Way, two hundred nine and 61/100 feet (209.61 ft.) as shown on said plan;

NORTHERLY by land of St. Joseph's Roman Catholic Church, one hundred eighty-nine and 69/100 feet (189.69 ft.) as shown on said plan;

EASTERLY by land of St. Joseph's Roman Catholic Church, one hundred five and 31/100 feet (105.31 ft.) as shown on said plan;

NORTHERLY by Tracy Way partly by a straight line and partly by curves
a total distance of one hundred eight and 48/100 feet
(108.48 ft.) as shown on said plan.

Containing - a net area of sixty-four thousand one hundred sixty-three square
feet (64,163 sq. ft.).

Portions of said premises are registered land described in the
following Certificates of Title issued by the Suffolk Registry District of the
Land Court:

Certificate of Title No. 65942 and a part of the land described in
Certificate of Title No. 65934 and shown as Parcel 1 on Land Court Plan
No. 2469 B.

Parcels 7A and 7B

Together with two other parcels of land, Parcel 7A at the northern
boundary and Parcel 7B at the eastern boundary of the afore described
Parcel 7 and shown on the aforesaid plan of land, Parcel 7A containing
3,152 square feet and Parcel 7B containing 3,013 square feet.

The Boston Redevelopment Authority reserves the right for a
period of four years from the date hereof to grant to the City of Boston, a
municipal corporation in the Commonwealth of Massachusetts, an easement
for public street purposes in the land described herein as Parcel 7A and
Parcel 7B.

The granted premises shall be subject to the following covenants:

- 1) The grantee will comply with all State and local laws, in effect
from time to time, prohibiting discrimination or segregation by
reason of race, religion, color, or national origin in the sale,
lease or occupancy of the property. The grantee will not execute
any covenant, agreement, lease, conveyance, or other instrument
whereby the property or any improvement thereon is restricted

upon the basis of race, creed, color, or national origin in the sale, lease, or occupancy thereof. This covenant shall run with the land and shall be binding upon the grantee and every successor in interest to the granted premises.

- 2) The grantee, its successors and assigns and lessees, shall devote the granted premises to uses specified in Section 26LL of Chapter 121 of the Massachusetts General Laws and in the West End Land Assembly and Redevelopment Plan, recorded in Suffolk Deeds, March 15, 1969, and recorded in Book 7464, page 321.

This covenant shall run with the land for a period of fifty (50) years from July 22, 1957, and shall be automatically extended for successive ten (10) year periods unless terminated by a vote of a majority of the owners of land within the West End Project Area as defined in said West End Redevelopment Plan, with the approval of the Boston City Council.

- 3) The grantee, its successors and assigns and lessees shall begin construction of the improvements on the premises within six (6) months from the date hereof, and shall complete such construction within eighteen (18) months thereafter, provided that such construction of improvements shall be in accordance with construction plans or approved amendments thereto approved by the Boston Redevelopment Authority.
- 4) Prior to completion of the improvements as certified by the Authority (as hereinafter provided) the grantee, its successors and assigns shall not without the consent of the Authority make or create any total or partial sale, mortgage, assignment, conveyance or lease, or any trust or power, or transfer, mortgage, in any other mode or form with respect to the premises, or any part thereof or interest therein.
- 5) Prior to completion of the improvements as certified by the Authority (as hereinafter provided) the grantee, its successors and assigns shall

permit access to the property to representatives of the Authority and the United States of America whenever and to the extent necessary to determine that the construction of improvements is being carried out in accordance with said approved construction plans or approved amendments thereto and the said Land Assembly and Redevelopment Plan.

- 6) Promptly upon completion of the improvements in accordance with said approved construction plans, the Authority will furnish the grantee with a Certificate of Completion, which Certificate shall be a conclusive determination of satisfaction and termination of the covenant set forth in (3) above with respect to construction of the improvements and the dates for the beginning and completion thereof. Upon issuance of said Certificate, the covenants in (4) and (5) above shall also terminate.

All the above covenants shall run in favor of the Boston Redevelopment Authority, for the entire period during which such covenants shall remain in force and effect, without regard to whether the Boston Redevelopment Authority has at any time been, remains, or is an owner of any land or interest in the West End Project Area as defined in said West End Redevelopment Plan to, or in favor of, which such covenants relate. The authority shall have the right in the event of any breach of said covenants, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, including the right to obtain specific performance of the covenants to which such breach relates.

WITNESS the execution hereof under seal this 5th day of
September, 1962, executed in duplicate.

BOSTON REDEVELOPMENT AUTHORITY

By:  Stephen M. Clorkey

Title: Vice Chairman

ROMAN CATHOLIC ARCHBISHOP OF BOSTON

By: Richard Cardinal Cushing

Richard Cardinal Cushing

Title: Present Roman Catholic Archbishop of Boston

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

BOSTON, September 5, 1962

Then personally appeared the above-named Stephen E. McCloskey
and acknowledged the foregoing instrument to be the free act
and deed of the Boston Redevelopment Authority, before me

John C. Conley
Notary Public

My commission expires: December 23, 1965

COMMONWEALTH OF MASSACHUSETTS

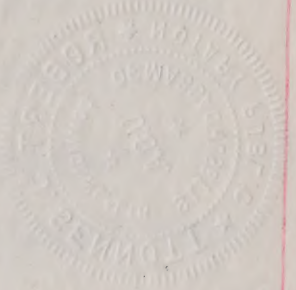
SUFFOLK, SS

BOSTON, September 5, 1962

Then personally appeared the above-named Richard Cardinal Cushing,
Roman Catholic Archbishop of Boston and acknowledged the fore-
going instrument to be the free act and deed of the Roman Catholic Archbishop
of Boston, before me

Robert J. Hennigan
Notary Public

My commission expires: 5/25/68



My commission expires:

2/22/99

Monty Burtis

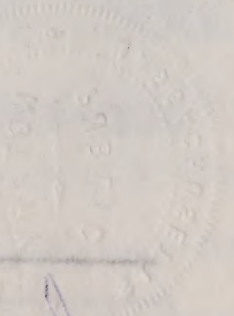
[Signature]

of Boston, before me
this [blank] day of [blank] 19[blank], and the seal of the Commonwealth of Massachusetts
Commonwealth of Massachusetts and acknowledged the [blank]
then personally appeared the above-named [blank] Richard S. [blank]

WITNESSES: ss

Boston, September 2, 1992

COMMONWEALTH OF MASSACHUSETTS



My commission expires:

December 31, 1992

Monty Burtis

[Signature]

and the seal of the Commonwealth of Massachusetts, before me
and acknowledged the foregoing instrument to be the free and
then personally appeared the above-named Stephen E. McCloskey

WITNESSES: ss

Boston, September 2, 1992

COMMONWEALTH OF MASSACHUSETTS